

# Section C - Description/Specifications/Statement of Work

## Statement of Work (SOW) for

### Engineering, Logistics, and Project Management Services Support to

### Damage Control, Fire Protection, and Recoverability Systems/Equipment; and Fire Protection/Detection and Lithium-ion Battery Facilities

#### 1.0 INTRODUCTION

**1.0.1** The Naval Surface Warfare Center Philadelphia Division (NSWCPD) is a Department of Defense entity responsible for research and development, test and evaluation, engineering and fleet support organization for the Navy's ships, submarines, military watercraft and unmanned vehicles. This requirement is for NSWCPD Code 336, which is the NAVSEA In-Service Engineering Agent (ISEA) for: Damage Control Equipment and Systems, Fire Protection Systems and Equipment, and Damage and Fire Recoverability. NSWCPD Code 336 is also the NAVSEA assigned ISEA for non-aviation Chemical/Biological Defense (CBD) Individual Protective Equipment and Decontamination Systems and Equipment. NSWCPD Code 336 assists in the development of design policy, equipment and system specifications and standards, logistics support, engineering support and doctrine for: damage control, fire protection, recoverability, and non-aviation CBD individual protective equipment and decontamination systems and equipment.

**1.0.2** This Task Order is for non-personal services. It does not create employment rights with the U.S. Government whether actual, inherent, or implied

#### 1.0.3 Government/Contractor Relationship

**1.0.3.1** The services to be delivered under this Task Order are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the Task Order between the Government and the Contractor's personnel. Therefore, it is in the best interest of the Government to provide both parties a full understanding of their respective obligations.

**1.0.3.2** The Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishable badges or other visible identification for meetings with Government personnel. In addition, Contractor personnel shall appropriately identify themselves as Contractor employees in telephone conversations and in formal and informal written correspondence.

**1.0.3.3** Contractor personnel under this Task Order shall not engage in any of the inherently governmental functions listed at FAR Subpart 7.5 or DFARS Subpart 207.5.

#### 1.0.4 Employee Relationship:

**1.0.4.1** The services to be performed under this Task Order do not require the Contractor or its personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

**1.0.4.2** Rules, regulations, directives, and requirements that are issued by the U. S. Navy and NSWCPD under its responsibility for good order, administration, and security are applicable to all personnel who enter a Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is

inconsistent with a non-personal services contract.

**1.0.4.3** Inapplicability of Employee Benefits: This Task Order does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

**1.0.4.4** It is the Contractor's, as well as the Government's, responsibility to monitor Task Order activities and notify the Contracting Officer if the Contractor believes that the intent of this Section has been or may be violated.

**1.0.4.4.1** The Contractor shall notify the Contracting Officer in writing via letter or email within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this Section. The notice should include the date, nature, and circumstances of the conduct; the name, function, and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct; identify any documents or substance of any oral communication involved in the conduct; and the Contractor's estimated date when, absent a response, cost, schedule or performance will be impacted.

**1.0.4.4.2** The Contracting Officer will, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

- (i) Confirm the conduct is in violation and when necessary direct the mode of further performance,
- (ii) Countermand any communication regarded as a violation,
- (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance, or
- (iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor.

## 1.1 BACKGROUND

The mission of the Naval Surface Warfare Center Philadelphia Division (NSWCPD) is to provide research, development, test and evaluation, analysis, acquisition support, in-service engineering, logistics and integration of surface and undersea vehicles and associated systems. This includes developing and applying science and technology associated with naval architecture and marine engineering, and providing support to the maritime industry. NSWCPD provides technical leadership for the U.S. Navy in the following seven core equities: signatures, silencing systems and susceptibility, vulnerability and survivability systems, environmental quality systems, ship integration and design, structures and materials, machinery systems, and hull forms and propulsors. NSWCPD Code 336 is the Damage Control, Fire Protection, Recoverability and CBD Branch within the Machinery Research, Logistics and Ship Integrity Department, Code 30, and the Materials, Structures, Environmental & Protection Division, Code 33. Code 336 also provides services to perform various fire detection and actuation system (FDAS) installation and system operation testing aboard US Navy ships. Current programs include the installation and testing of the lithium ion battery facility (LBF) FDAS (LFDAS) onboard LHD, LHA, LSD, LPD, and CVN Class ships.

## 1.2 SCOPE OF WORK

NSWCPD requires engineering services support and expertise for Navy shipboard damage control, fire protection, recoverability and LBF systems and equipment, in order to fulfill its mission supporting NAVSEA 05P5 and the Technical Warrant Holders as well as Army, Military Sealift, and US Coast Guard commands, including foreign Navy support. The contractor shall have knowledge and understanding of shipboard fire protection and suppression systems, related to Navy platforms and systems such as:

- Aqueous film forming foam (AFFF) fire suppressant agent,
- Halon/Heptafluoropropane (HFP) system,
- Water Mist,

- Fire Detection,
- Magazine and miscellaneous sprinkling systems, and
- Lithium-Ion Battery Stowage/Facilities

## 2.0 APPLICABLE DOCUMENTS

- 2.1. MIL-STD-167-1 - Mechanical Vibrations of Shipboard Equipment (Type I - Environmental and Type II - Internally Excited)
- 2.2. MIL-DTL-901 - Shock Tests, H.I. (High Impact); Shipboard Machinery, Equipment and Systems
- 2.3. MIL-STD-1522/1561 - Provisioning Procedures and Technical Documentation (with SPCC Addendum)
- 2.4. MIL-STD-461 - Requirements for the Control of Electromagnetic Interference Characteristics of Subsystems and Equipment
- 2.5. MIL-STD-38784 - Standard Practice for Manuals, Technical: General Style and Format Requirements
- 2.6. MIL-STD-777 - Schedule of Piping, Valves, and Fittings and Associated Piping Components for Naval Surface Ships
- 2.7. MIL-STD-882 – System Safety
- 2.8. NAVSEAINST 5000.8 – Naval Syscom Risk Management Policy
- 2.9. UL 268 - Smoke Detectors for Fire Alarm Signaling Systems
- 2.10. UL 521 - Heat Detectors for Fire Protective Signaling Systems
- 2.11. UL 864 - Control Units and Accessories for Fire Alarm Systems
- 2.12. FM 3260 – American National Standard for Radiant Energy-Sensing Fire Detectors for Automatic Fire Alarm Signaling
- 2.13. EN 54-2 - Fire Detection and Fire Alarm Systems Part 2: Control and Indicating Equipment
- 2.14. EN 54-5 - Fire Detection and Fire Alarm Systems Part 5: Heat Detectors – Point Detectors
- 2.15. EN 54-7 - Fire Detection and Fire Alarm Systems Part 7: Smoke Detectors – Point Detectors Using Scattered Light, Transmitted Light or Ionization
- 2.16. EN 54-10 - Fire Detection and Fire Alarm Systems Part 10: Flame Detectors – Point Detectors
- 2.17. EN 54-17 - Fire Detection and Fire Alarm Systems Part 17: Short-Circuit Isolators
- 2.18. EN 54-18 - Fire Detection and Fire Alarm Systems Part 18: Input / Output Devices
- 2.19. IEC 60529 - Degrees of Protection Provided by Enclosures (IP Code)
- 2.20. NAVSEA Technical Publication T9070-AJ-DPC-110, Fire Risk Ranking for Naval Ship Design
- 2.21. NAVSEA Technical Publication S0570-AC-CCM-010/8010, Industrial Ship Safety Manual for Fire Prevention and Response
- 2.22. NAVSEA Technical Publication S9040-AA-GTP-010/SSCR, Shipboard Systems Certification Requirements for Surface Ships Rev 9
- 2.23. NAVSEA Technical Publication SL720-AA-MAN-030, Surface Ship and Carriers Entitled Process for Modernization and Operation Manual
- 2.24. NAVSEA Technical Publication S9AA0-AA-SPN-010, General Specifications for Ships
- 2.25. NAVSEA Technical Publication S9AA0-AB-GOS-010, General Specification for Overhaul (GSO) of Surface Ships
- 2.26. NAVSEA Technical Publication S9522-AA-HBK-010, Magazine Sprinkling Systems; Description, Operation & Maintenance Handbook

- 2.27. NAVSEA T9074-AD-GIB-010/1688, Requirements for Fabrication, Welding, and Inspection of Submarine Structure
- 2.28. NAVSEA Technical Publication S9074-AR-GIB-010A/278, Requirements for Fabrication Welding and Inspection, and Casting Inspection and Repair for Machinery, Piping, and Pressure Vessels
- 2.29. Naval Ship's Technical Manual (NSTM) Chapter 100, Hull Structure
- 2.30. Naval Ship's Technical Manual (NSTM) Chapter 436, Electrical Alarm, Safety, and Warning System
- 2.31. Naval Ship's Technical Manual (NSTM) Chapter 504, Pressure, Temperature and Other Mechanical and Electromechanical Measuring Instruments
- 2.32. Naval Ship's Technical Manual (NSTM) Chapter 505, Piping
- 2.33. Naval Ship's Technical Manual (NSTM) Chapter 555, Vol. 1 Surface Ship Firefighting and Vol. 2 Submarine Firefighting
- 2.34. NAVSEA Technical Specification 9090-600A, Ship Alteration Drawing Preparation
- 2.35. NAVSEA Technical Specification 9090-400B, Ship Change Document (SCD)
- 2.36. NAVSEA Technical Specification 9090-310G ALTERATIONS TO SHIPS ACCOMPLISHED BY ALTERATION INSTALLATION TEAMS
- 2.37. NAVSEA Stock Number 0640-LP-119-0175, OP-4 Ammunition and Explosive Safety Afloat
- 2.38. NCDS Baseline 2012
- 2.39. NFPA 1 Fire Code
- 2.40. NFPA 11 High Expansion Foam
- 2.41. NFPA 13 Sprinkler Systems
- 2.42. NFPA 70 National Electrical Code Handbook
- 2.43. NFPA 72 National Fire Alarm and Signaling Code Handbook
- 2.44. NFPA 101 Life Safety Handbook
- 2.45. NFPA 101A Guide on Alternative Approaches to Life Safety
- 2.46. NFPA 750 Water mist
- 2.47. NFPA 921 Fire Investigation
- 2.48. NFPA 2010 Fixed Aerosol Fire Extinguishing
- 2.49. NFPA Fire Protection Handbook Vol I and II
- 2.50. NFPA Automatic Sprinkler Systems for Residential Occupancies Handbook
- 2.51. NFPA Flammable and Combustible Liquids Code Handbook
- 2.52. SFPE Handbook of Fire Protection Engineering
- 2.53. NSWCPD Quality Management Procedure (QMP) 1.0 – Quality Manual
- 2.54. NSWCPD SOP 4720.1, Standard Operating Procedures for Managing Shipboard Industrial Work Performed by Alteration Installation Teams (AITs)
- 2.55. ASME Y14.5: Dimensioning and Tolerancing
- 2.56. ASME Y14.100: Engineering Drawing Practices
- 2.57. OPNAVINST 4790.4C, Ship's Maintenance, Material and Management (3M)
- 2.58. NAVSEA Standard Items
- 2.59. ASME Power Piping Code, <https://www.asme.org/products/codes-standards/b311-2014-power-piping>

2.60. The Joint Fleet Maintenance Manual (JFFM), <http://www.submepp.navy.mil/jfmm/index.htm>

2.61 Internal Organization for Standardization (ISO) 9001:2015, Quality Management Systems – Requirements

The Contractor shall reference and utilize the latest version available when performing tasks within this SOW.

### 3.0. REQUIREMENTS

#### 3.1 Engineering and Program / Project Management Support

The contractor shall provide engineering and project management support for damage control, fire protection, and recoverability in support of NSWCPD's mission supporting NAVSEA and other military commands

##### 3.1.1 Fire Protection System (FPS) Engineering Services

3 1 1 1 The contractor shall provide technical support to US Navy active and passive FPS and fire insulation principles and systems, to include: developing, reviewing, and analyzing engineering white papers; writing/reviewing specifications for FPS; designing FPS and developing/updating/reviewing technical drawings and data for the Navy and other military platforms; and reviewing/assessing shipyard deliverables related to FPS design

3 1 1 2 The contractor shall provide support for laboratory-scale testing and evaluation (T&E) and shipboard/land-based T&E efforts related to Navy FPS programs, to include reviewing and/or developing environmental qualification test plans and reports; witnessing testing; and developing and supporting the execution of fire laboratory test plans

3 1 1 3 The contractor shall provide technical support in performing ship visits and inspections of FPS-related systems and equipment

##### 3.1.2 FPS Fleet Support Services

3 1 2 1 The contractor shall provide system and equipment sustainability/maintainability support, such as system configuration control support and researching and evaluating obsolescence risks and replacement/upgrade strategies and hardware

3 1 2 2 The contractor shall provide support services for developing and maintaining integrated logistics support (ILS) element products (e.g. technical manuals, preventative maintenance procedures, provisioning data, and engineering operational sequencing system procedures)

3 1 2 3 The contractor shall provide shipboard troubleshooting services and assessments for certifications, inspections, studies, surveys, and/or evaluations in support of FPS as noted in Section 1 includes conducting shipboard surveys, making Shipboard Casualty Reports (CASREPs), and providing Tech Assist support

3 1 2 4 The contractor shall provide modernization services support, including installation services, to accomplish prototypes/proof-ins, conversions, overhauls, alterations, modifications, installations, and removal of associated systems related to FPS/Fire Detection/LBF onboard ship classes as listed in Section 1 2

3 1 2 5 The contractor shall support configuration management of FPS This includes developing and loading configuration files into FPS controllers

##### 3.1.3 Other Specific FPS Engineering Services

3 1 3 1 The contractor shall provide subject matter expertise (SME) services related to high energetic fires, such lithium-ion battery thermal runaway, and shall be knowledgeable in US Navy active boundary cooling principles and weapon effects

3 1 3 2 The contractor shall perform fire modeling, simulation, and FPS design engineering services This includes using/developing:

- Smoke computer models to predict the movement of hot smoke & toxic gas through an onboard space
- Evacuation models from shipboard spaces
- Dispersion modeling to evaluate hazard potential—including smoke from a ventilation shaft, combustible gas leak or flame stack plume
- Modeling and simulation software for analysis of fire dynamics, sprinkling and water mist dynamics, fire/smoke vent actuation, smoke spread, and conjugate heat transfer

- Modeling and simulation to determine how a blast would impact a vessel, e.g. Process Heating Assessment and Survey Tool (PHAST) and Flame Acceleration Simulator (FLACS)
- Heat Transfer modeling to determine adequacy of fire barriers onboard vessels

3.1.3.3 The contractor shall evaluate and analyze fire damage/suppression strategies and perform shipboard and fire technical risk assessments as well as respective risk analysis

The contractor shall assess hazards and evaluate risk with respect to ship vulnerabilities and weapon effects

3.1.3.4 The contractor shall evaluate fire hazards in the shipboard environment, including those hazards created by weapons systems or impact of fire exposure to weapons systems

The evaluation shall include determination and rationale for acceptable risk, acceptability of proposed levels of protection, hazard to personnel, and impact on ship mission, survivability and recoverability

3.1.3.5 The contractor shall draft and review updates to Industrial Ship Safety Manual for Fire Prevention

3.1.3.6 The contractor shall draft, review, and analyze specific fire hazards and scenarios, firefighting requirements and fire doctrine, and firefighting procedures

3.1.3.7 The contractor shall participate in Technical Reviews of weapons system explosive safety submittals, for FPS design issues and impacts

3.1.3.8 The contractor shall develop, design and assemble test fixtures that mimic shipboard fire hazards and weapons systems FPS for testing and analysis

#### **3.1.4 General Program/Project Management Services**

3.1.4.1 The contractor shall provide regular program/project management reporting and financial tracking and reporting

3.1.4.1.1 The contractor shall provide a Contractor Spend and Expenditure Plan for each awarded Technical Instruction and a roll up for the overall Task Order (CDRL A009)

3.1.4.2 The contractor shall develop, manage, and execute Plan of Action and Milestones (POAM) charts and project schedules to ensure tasking is completed on time and within budget

**3.1.4.3** The contractor shall prepare technical presentations of findings and/or analyses

### **3.2 Commonality of Systems, Subsystems, and Components**

3.2.1 In line with C-211-H019 Commonality and Standardization (NAVSEA), contractors are directed to develop and implement a Commonality and Standardization Plan. When selecting equipment/components, the Contractor shall utilize NAVSEA Enterprise Commonality Virtual Shelf (VS) (<https://www.pdrep.csd.disa.mil/default.htm>) before other tools

3.2.2 Inquiries regarding issues with account creation or level of access on the Virtual Shelf should be sent via e-mail to [commonality\\_program@navy.mil](mailto:commonality_program@navy.mil) with the contract / task order number, and the COR and PCO name, email address and phone number

### **3.3 Manufacturing Phase-Out or Discontinuation of Production, Diminishing Sources, and Obsolete Materials or Components**

3.3.1 The contractor shall notify the contracting officer immediately upon determining the unavailability of obsolete materials or components. The contractor may recommend a solution to include the impact on the Task Order price and delivery. The contractor shall not initiate any item redesign or incur any additional costs without the express, written authorization of the contracting officer

### **3.4 Diminishing Manufacturing Sources and Material Shortages Management (DMSMS) Contract Requirements – N/A**

### **3.5 Parts Obsolescence – N/A**

## **4.0 DATA REQUIREMENTS**

4.1 CDRL A001, Contract Status Report

4.2 CDRL A002, Travel Report

4.3 CDRL A003, Contractor's Personnel Roster

4.4 CDRL A004, Government Property Inventory Report (PERIODIC)

4.5 CDRL A005, Government Property Inventory Report (FINAL)

4.6 CDRL A006, Unauthorized Supplier Purchase Report

4.7 CDRL A007, Technical Study/Report

4.8 CDRL A008, Small Business Utilization Report

4.9 CDRL A009, Contractor Spend and Expenditure Plan

4.10 CDRL A010, Presentation Materials

4.11 CDRL A011, Meeting Minutes

4.12 CDRL A012, Test Procedures

## **5.0 SECURITY REQUIREMENTS**

**5.1 SECURITY TRAINING.** The Contractor is responsible for completing all required Government mandated training to maintain security and network access to government sites and IT systems to include but not limited to: Antiterrorism Level 1 Awareness; Records Management in the DON: Everyone's Responsibility; Training and Readiness: The Active Shooter; NAVSEA Introduction to Controlled Unclassified Information; Operations Security (OPSEC); NAVSEA Counterintelligence Training; Privacy and Personally Identifiable Information (PII) Awareness Training; NAVSEA Physical Security training and Cybersecurity 101 Training. Certificates of successful completion shall be sent to the COR and as otherwise specified in the Task Order.

**5.1.1** In accordance with the NISPOM DoD 5220.22M, Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site require an open investigation or favorable adjudicated Tier 3 by the Vetting Risk Operations Center (VROC). An interim clearance is granted by VROC and recorded in the Joint Personnel Adjudication System (JPAS). An open or closed investigation with a favorable adjudication is required prior to issuance of a badge providing access to NSWCPD buildings. Furthermore, if the Navy Central Adjudication Facility, have made an unfavorable determination access will be denied. For Common Access Card (CAC) you must have an open investigation and or favorable adjusted investigation. Interim security clearance are acceptable for a CAC. Access will be denied for anyone that has eligibility pending in DISS. Vetting through the National Crime Information Center, Sex Offender Registry, and the Terrorist screening database shall be process for a contractor that does not have a favorable adjudicated investigation.

**5.1.2** Within 30 days after Task Order award, the contractor shall submit a list of all contractor personnel, including subcontractor employees, who will have access to DON information systems and/or work on-site at one of the NSWCPD sites to the appointed Contracting Officer Representative (COR) via email. The contractor shall provide each employee's first name, last name, contract/task order number, the NSWCPD technical code, work location, whether or not the employee has a CAC and or Standard Access Control Badge (SACB), the systems the employee can access (i.e., NMCI, RDT&E), and the name of the Contractor's local point of contact, phone number and email address. Throughout the period of performance of the Task Order, the Contractor shall immediately provide any updated information to the COR when any Contractor personnel changes occur including substitutions or departures.

**5.2 ON SITE WORK.** Contractor personnel that require a badge to work on-site at one of the NSWCPD sites must provide an I-9 form to verify proof of citizenship. The I-9 form should be signed by the company Facility Security Officer or the company Human Resource Department. In addition to the I-9 form, Contractors shall also bring their birth certificate, current United States Passport or naturalization certificate and state issued ID to the NSWCPD Security Officer at the time of badge request to verify citizenship. Any contractor that has unfavorable information that has not been favorably adjudicated, by Department of Defense Central

Adjudication Facility (DOD CAF) will not be issued a badge. Finally, contractors shall supply a copy of their OPSEC Training Certificate or other proof that the training has been completed.

**5.2.1** In accordance with NSWCPD security protocol, contractor employees who hold dual citizenship will not be granted security clearance to our facilities.

**5.3 DD254 REQUIREMENT.** This effort may require access to classified information up to the SECRET level. No classified data will be generated or stored by the Contractor. The Contractor is required to have and maintain a SECRET clearance. The requirements of the attached DD Form 254 apply.

**Additional information related to the facility clearance process can be obtained by visiting [www.dss.mil](http://www.dss.mil) or [http://www.dss.mil/isec/pcl\\_index.htm](http://www.dss.mil/isec/pcl_index.htm).**

#### **5.4 OPERATIONS SECURITY (OPSEC)**

**5.4.1** The Contractor shall protect critical information associated with this Task Order to prevent unauthorized disclosure. The NSWCPD Philadelphia Division's (NSWCPD) Critical Information List (CIL)/ CIIL (Critical Indicators and information list) will be provided on site, if warranted. Performance under this Task Order requires the contractor to adhere to OPSEC requirements. The Contractor may not impose OPSEC requirements on its subcontractors unless NSWCPD approves the OPSEC requirements. During the performance period, the Contractor may be exposed to, use, or produce, NSWCPD Critical Information (CI) and/or observables and indicators which may lead to discovery of CI. NSWCPD's CI will not be distributed to unauthorized third parties, including foreign governments, or companies under Foreign Ownership, Control, or Influence (FOCI) unless such FOCI has been appropriately mitigated through measures approved by the Defense Counterintelligence and Security Agency. Questions concerning these requirements shall be directed to the PCO.

**5.4.2** CUI correspondence transmitted internally on the contractor's unclassified networks or information systems, and externally, shall be protected per NIST SP-800-171, Protecting Controlled Unclassified Information (CUI) in Non-federal Systems and Organizations.

Assembled large components/systems being transported to and from testing areas, other production or government facilities (whether or not on public roadways) shall be in an enclosed van trailer or covered flatbed trailer. Component/System outside storage, staging, and test areas shall be shielded/obscured from public view wherever physically possible.

**5.4.3** NSWCPD's CI shall not be publicized in corporate wide newsletters, trade magazines, displays, intranet pages or public facing websites. Media requests related to this project shall be directed to the PCO, and the COR who will forward the required to the NSWCPD Public Release Authority for review.

**5.4.4** Any attempt by unauthorized third parties to solicit, obtain, photograph, or record, or; incidents of loss/compromise of government Classified or CI, Business Sensitive, Company Proprietary information related to this or other program must be immediately reported to the contractor's Facility Security Officer and Cognizant Security Office and/or the Naval Criminal Investigative Service, and the NSWCPD Security Division (Code 105).



## **5.5 RECEIPT, STORAGE, AND GENERATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI)**

All Controlled Unclassified Information (CUI) associated with this Task Order must follow the minimum marking requirements of DoDI 5200.48, Section 3, paragraph 3.4.a, and include the acronym "CUI" in the banner and footer of the document. In accordance with DoDI 5200.48, CUI must be safeguarded to prevent Unauthorized Disclosure (UD). CUI export controlled technical information or other scientific, technical, and engineering information must be marked with an export control warning as directed in DoDI 5230.24, DoDD 5230.25, and Part 250 of Title 32, CFR. Nonfederal information systems storing and processing CUI shall be protected per NIST SP-800-171, or subsequent revisions. All transmissions to personal email accounts (AOL, Yahoo, Hotmail, Comcast, etc.) and posting on social media websites (Facebook, Instagram, Twitter, LinkedIn, etc.) are prohibited. Destroy CUI associated with this Task Order by any of the following approved methods: A cross-cut shredder; a certified commercial destruction vendor; a central destruction facility; incineration; chemical decomposition; pulverizing, disintegration; or methods approved for classified destruction.

## **5.6 PLANNING, PROGRAMMING, BUDGETING AND EXECUTION (PPBE) DATA.**

When contractor employees, in the performance of their duties, are exposed to Planning, Programming, Budgeting and Execution (PPBE) data, a Non-Disclosure Agreement (NDA) with all affected contractor personnel must be executed in coordination with the COR and PCO to ensure safeguarding disclosure of this data.

## **5.7 U-NNPI SECURITY REQUIREMENTS**

**5.7.1** Security Classification Guidance is as follows of portions of the tasking on this Task Order when invoked in the task order statement of work:

**5.7.1.1** Contractor requires access to information and equipment classified at the Confidential National Security Information (NSI) level in order to provide industrial support services within facilities that actively supports the Navy Nuclear Propulsion Program (NNPP).

**5.7.1.2** All contractor personnel accessing classified information or classified material associated with the performance of work related to the resultant Task Order must be United States citizens, and shall have and maintain at a minimum SECRET security clearance.

**5.7.1.3** The Contractor is responsible for completing all required government mandated training to maintain security and network access to government sites and IT systems, as necessary to support.

## **5.8 U-NNPI**

**5.8.1** Purpose The Contractor hereby agrees that when provided documents (specifications, drawings, etc.) that are marked as containing NOFORN sensitive information that must be controlled pursuant to Federal law, the information contained therein and generated as part of the inquiry shall be used only for the purpose stated in the Task Order and shall in no case be transmitted outside the company (unless such transmittals comply with the detailed guidance of the Task Order) or to any foreign national within the company. While in use, the documents shall be protected from unauthorized observation and shall be kept secure so as to preclude access by anyone not having a legitimate need to

view them. The documents shall not be copied unless done in conformance with the detailed guidance of the Task Order.

All the documents shall be promptly returned in their entirety, unless authorized for proper disposal or retention, following completion of the Task Order.

### **5.8.2 Specific Requirements for Protecting U-NNPI**

Only U.S. citizens who have a need to know required to execute the Task Order shall be allowed access to U-NNPI.

When not in direct control of an authorized individual, U-NNPI must be secured in a locked container (e.g., file cabinet, desk, safe). Access to the container must be such that only authorized persons can access it, and compromise of the container would be obvious at sight. Containers should have no labels that indicate the contents. If removed from the site, U-NNPI must remain in the personal possession of the individual. At no time should U-NNPI be left unsecured (e.g., in a home or automobile, or unattended in a motel room or sent with baggage).

U-NNPI documents will have the word NOFORN at the top and bottom of each page. The cover sheet will have the warning statement shown below. Documents originated in the course of work that reproduce, expand or modify marked information shall be marked and controlled in the same way as the original. Media such as video tapes, disks, etc., must be marked and controlled similar to the markings on the original information.

U-NNPI may not be processed on networked computers with outside access unless approved by CNO (N00N). If desired, the company may submit a proposal for processing NNPI on company computer systems. Personally owned computing systems, such as personal computers, laptops, personal digital assistants, and other portable electronic devices are not authorized for processing NNPI. Exceptions require the specific approval of the cognizant DAA and CNO (N00N).

U-NNPI may be faxed within the continental United States and Hawaii provided there is an authorized individual waiting to receive the document and properly control it. U-NNPI may not be faxed to facilities outside the continental United States, including military installations, unless encrypted by means approved by CNO (N00N).

U-NNPI may be sent within the continental United States and Hawaii via first class mail in a single opaque envelope that has no markings indicating the nature of the contents.

Documents containing U-NNPI shall be disposed of as classified material.

Report any attempts to elicit U-NNPI by unauthorized persons to the appropriate security personnel.

Report any compromises of U-NNPI to the appropriate security personnel. This includes intentional or unintentional public release via such methods as theft, improper disposal (e.g., material not shredded, disks lost), placement on Web site, transmission via email, or violation of the information system containing U-NNPI.

j) The only approved storage for U-NNPI is CDMS NOFORN.

## **6.0 PLACE OF PERFORMANCE**

6.1 The contractor's primary place of performance shall be at contractor's facilities. It is estimated that 20% of the work will occur on government site (e.g. NSWCPD facility or on-board ship) and about 80% of the work will occur off-site at the contractor's facilities.

6.1.1 Performance will occur at the following government sites: NSWC Philadelphia, Philadelphia, PA; various home ports (see Section 7)

6.1.2 Government will not provide Lab or High Bay space for any Contractor personnel under this Task Order. The Government will not provide full-time Office space for contractor personnel; mobile work areas at NSWC Philadelphia will be made available as needed.

6.1.3 The specific location(s) will be provided at time of award of the Task Order. The Contractor shall provide a list of employees who require access to these areas, including standard security clearance information for each person, to the Contracting Officer Representative (COR) no later than three business days after the date of award.

The work space provided to the Contractor personnel shall be identified by the Awardee, with appropriate signage listing the company name and individual Contractor employee name.

6.1.4 Access to Government buildings at Naval Surface Warfare Center Philadelphia Division is from 0600 to 1800 Monday through Friday, except Federal holidays. Normal work hours are from 0600 to 1800, Monday through Friday. Contractor employees shall be under Government oversight at all times. Government oversight requires that a Government employee be present in the same building/facility whenever Contractor employee(s) are performing work under this Task Order. Contractor personnel are not allowed to access any Government buildings at NSWCPD outside the hours of 0600 to 1800 without the express approval of the Procuring Contracting Officer (PCO).

6.1.5 Due to COVID-19, Contractors are encouraged to evaluate and establish performance of its contract at alternate work locations such as the expanded use of teleworking when feasible to successfully perform the contract requirements. This is in effect until there is resolution of the pandemic or as directed by the Contracting Officer.

6.1.6 Early Dismissal and Closure of Government Facilities

6.1.6.1 When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working, onsite Contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The Contractor shall not direct charge to the Task Order for time off, but shall follow its own company policies regarding leave. Non-essential Contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, onsite Contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

6.1.6.2 When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on-site Contractors will continue working established work hours or take leave in accordance with parent company policy. Those Contractors who take leave shall not direct charge the non-working hours to the Task Order. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, and closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the Task Order period of performance, and shall not follow any verbal directions to the contrary. The PCO will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

6.1.7 The contractor shall ensure that each contractor employee who will be resident at NSWCPD completes the Environmental Management System (EMS) Awareness training within 30 days of commencing performance at NSWCPD. This document is available at: <https://navsea.navy.mil/wc/pnbc-code10/Safety/default.aspx>

6.1.8 In accordance with C-223-W002, ON-SITE SAFETY REQUIREMENTS (NAVSEA), the contractor shall certify by e-mail to (b)(6) that on-site employees have read the "Philadelphia Division Environmental Policy and Commitment" and taken the EMS Awareness training within 30 days of commencing performance at NSWCPD. The e-mail shall in employee name, work site, and contract/task order number.

## 7.0 TRAVEL

7.1 The Contractor may be required to travel from the primary performance location when supporting this requirement. The estimated number of trips is 364 over the five-year period of performance.

The contractor shall be required to travel CONUS (any state in USA) and OCONUS to accomplish the tasks contained in this Task Order. Travel in support of this requirement is anticipated to include, but may not be limited to, the following alternate performance locations:

CONUS/	ORIGIN:	DESTINATION:	Number of	Number of	Number of
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OCONUS			Days Per Trip	Trips	People
CONUS	Contractor location	Philadelphia, PA	1	20	1
CONUS	Contractor location	Mayport, FL	4	20	1
CONUS	Contractor location	Mayport, FL	7	5	2
CONUS	Contractor location	Bremerton / Everett / Bangor, WA	4	20	1
CONUS	Contractor location	Everett, WA	20	5	2
CONUS	Contractor location	Baltimore, MD	7	5	2
CONUS	Contractor location	Portland, OR	7	5	2
OCONUS	Contractor location	Pearl Harbor, HI	7	5	1
OCONUS	Contractor location	Pearl Harbor, HI	14	4	2
CONUS	Contractor location	China Lake, CA	7	5	2
CONUS	Contractor location	Chesapeake Beach, MD	7	5	2
CONUS	Contractor location	Norfolk/Newport News, VA and vicinity	4	30	1
CONUS	Contractor location	Norfolk/Newport News, VA	14	10	2
CONUS	Contractor location	San Diego, CA	4	30	1
CONUS	Contractor location	San Diego, CA	14	10	2
CONUS	Contractor location	Pascagoula, MS	14	3	2
CONUS	Contractor location	Bath, ME	7	15	2
CONUS	Contractor location	Kings Bay, GA	7	20	1
CONUS	Contractor location	Washington DC	1	50	1
CONUS	Contractor location	Washington DC	1	8	1
CONUS	Contractor location	Groton, CT	7	15	1
CONUS	Contractor location	Marinette, WI	7	15	1
CONUS	Contractor location	New Orleans, LA	7	15	1
CONUS	Contractor location	Mobile, AL	7	15	1
OCONUS	Contractor location	Yokosuka, Japan	15	5	1
OCONUS	Contractor location	Yokosuka, Japan	30	2	2
OCONUS	Contractor location	Sasebo, Japan	15	5	1
OCONUS	Contractor location	Sasebo, Japan	30	5	2
OCONUS	Contractor location	Rota, Spain	15	3	1
OCONUS	Contractor location	Guam	15	3	1

OCONUS	Contractor location	Gaeta, Italy	15	3	1
OCONUS	Contractor location	Bahrain, UAE	15	3	1

**7.2** The number of times the Contractor may be required to travel to each location cited above may vary as program requirements dictate, provided that the total estimated travel cost is not exceeded. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements. All travel shall be approved before travel occurs. Approval may be via email by the Contracting Officer (PCO) or the fully executed Technical Instruction (TI) signed by the Contracting Officer.

**7.2.1** In accordance with the TI instructions, before initiating any travel the Contractor(s) shall submit a detailed and fully-burdened estimate that includes the number of employees traveling, their expected travel costs for airfare, lodging, per diem, rental car, taxi/mileage and any other costs or actions requiring approval. The travel estimate shall be submitted to the Contracting Officer's Representative (COR) and Contract Specialist. Actuals cost, resulting from the performance of travel requirements, shall be reported as part of the Contractor's monthly status report. The reportable cost shall also be traceable to the Contractor's invoice

**7.3** All travel shall be conducted in accordance with FAR 31.205-46, Travel Costs, and B-231-H001 Travel Cost (NAVSEA) and shall be pre-approved by the COR (CDRL A002).

## **7.4 Travel Costs**

**7.4.1** The current "maximum per diem" rates are set forth in the (i) Federal Travel Regulations for travel in the Continental United States; (ii) Joint Travel Regulations for Overseas Non-Foreign areas (e.g., Alaska, Hawaii, Guam, Puerto Rico, etc.); and (ii) Department of State (DOS) prescribed rates for foreign overseas locations.

## **7.5 OCONUS Contractor Personnel Travel during COVID-19**

In consideration of personnel movement during the COVID-19 pandemic, Force Health Protection (FHP) guidance has been issued for contractor personnel who travel OCONUS for deployment and for conducting official travel OCONUS as well. Entry requirements are communicated to traveling personnel, including contractor personnel, through the Electronic Foreign Clearance Guide (EFCG). Contractor personnel must adhere to current country entry requirements of the respective geographic combatant command (GCC) (which may include screening, ROM, and testing) and all applicable host nation procedures. All contracts including performance outside the United States require DoD contractor personnel to complete a risk assessment of health status.

## **8.0 GOVERNMENT FURNISHED PROPERTY**

It is estimated that up to 3 government-furnished laptops (aka NMCI assets) will be provided to the contractor over the course of this Task Order's period of performance. It is estimated that one of these assets will be provided within 12 months of date of award, if needed; the second will be provided within 24 months of date of award if needed; and the third will be provided within 36 months if needed. See GFP Attachment identified in Attachment 4 in Section J.

### **8.1 Issuance of the DD 1149 "Requisition and Invoice/Shipping Document"**

The contractor must obtain a DD-1149s before removing any Government Furnished Property, including Plant, Property, and Equipment (PP&E) from NSWCPD premises for general use. For situations where the contractor picks up/replaces NSWCPD property for maintenance purposes, the contractor shall provide an equipment receipt, showing Manufacturer, Model/Part Number, Serial Number and Asset Number/Barcode, on their company letterhead to the COR.

## **9.0 GOVERNMENT FURNISHED INFORMATION (GFI)**

GFI will be specified in individual Technical Instructions (if applicable) and will be issued via a bilateral modification.

## **10.0 PURCHASES**

**10.1** Only items directly used and incidental to the services for this Task Order and for work within the scope of this SOW shall be purchased under the Other Direct Cost (ODC) line items. Purchases of an individual item that is valued above \$15,000 shall be approved by the Contracting Officer prior to purchase by the Contractor. The purchase request and supporting documentation shall be submitted via email to the Contracting Officer and the Contracting Officer's Representative (COR). It shall be itemized and contain the cost or price analysis performed by the Contractor to determine the reasonableness of the pricing and the contractor shall provide copies of price estimates from at least two vendors.

## **11.0 COUNTERFEIT MATERIAL PREVENTION**

### **11.1 Electronic End-Items**

**11.1.1** The Contractor shall take steps as defined in DFARS 252.246-7007 and herein to minimize the risk of receiving counterfeit parts and materials. The Contractor shall:

- Maximize availability of authentic, originally designed and/or qualified parts throughout the product's life cycle, including management of parts obsolescence
- Assess potential suppliers to minimize the risk of receiving counterfeit parts or materials
- Maintain a listing of approved suppliers with documented criteria for approval and removal of suppliers from the list
- Have purchasing procedures which require the selection of parts and materials from OM or authorized suppliers whenever possible
- Require a certificate of compliance and supply chain traceability for all electronic part purchases, and provide to the Government upon request
- Use Government or industry services such as GIDEP and other commercially available services to identify part or supplier quality or authenticity problems
- Define minimum inspection and test requirements for parts being procured from unauthorized suppliers, and shall ensure that in-house, third-party, and/or distributor inspection and test procedures and facilities comply with these requirements
- Incorporate procurement clauses which plainly identify quality requirements and liability to all approved suppliers
- Flow the requirements above to affected Subcontractors

SAE AS6174 contains information regarding the detection, avoidance, and mitigation of counterfeit materiel, and may be used as a reference document for meeting the above steps.

Parts and materials shall not be purchased from unauthorized sources (e.g. independent distributor or broker) unless there is no other means for procurement. In isolated cases when an unauthorized supplier is the only possible choice for procurement, an Unauthorized Supplier Purchase Report (CDRL A006) shall be provided to the Contracting Officer and program office.

The report shall contain the following information:

- Reason why an authorized supplier or original component manufacturer (OM) could not provide the part or material
- Product certificate of conformance with traceability to the OM, if available
- Verification and authenticity data results (e.g., visual inspection, marking/surface finish permanency, DPA, Scanning Acoustic Microscopy, Energy Dispersive X-Ray Spectroscopy, Fourier Transform Infrared (FTIR) Spectroscopy, Rockwell Hardness Test, etc.) SAE AS5553 contains information regarding the detection, avoidance, and mitigation of counterfeit electronic components and may be used as a reference document for meeting the above steps.

## 11.2 Non-Electronic Materials

**11.2.1** Department of the Navy contractors (and their subcontractors at all tiers) who obtain critical or high risk materiel shall implement a risk mitigation process as follows:

**11.2.1.1** If the materiel is currently in production or currently available, materiel shall be obtained only from authorized suppliers

**11.2.1.2** If the materiel is not in production or currently available from authorized suppliers, materiel shall be obtained from suppliers that meet appropriate counterfeit avoidance criteria

**11.2.1.3** Contractor shall notify the contracting officer when critical or high risk materiel cannot be obtained from an authorized supplier;

**11.2.1.4** Contractor shall take mitigating actions to authenticate the materiel if purchased from an unauthorized supplier

**11.2.1.5** Contractor shall report instances of counterfeit and suspect counterfeit materiel to the contracting officer and the GIDI as soon as the contractor becomes aware of the issue.

## 12.0 PERSONNEL

**12.1 Personnel Requirements.** All persons proposed in key and non-key labor categories shall, at the time of proposal submission be U.S. citizens.

**12.2** Clause 52.222-2 "Payment for Overtime Premiums" will state "zero". Overtime premiums are not approved.

**12.3** The level of effort for the performance of the resultant Task Order is based on the following labor categories and hours per year:





Title	eCRAFT LCAT	Key? (Y/N)	Base Yr hours		Option Yr 1 hours		Option Yr 2 hours		Option Yr 3 hours		Option Yr 4 hours		Total Hours each Location		Total hours
			Ktr Site	Govt Site	Ktr Site	Govt Site	Ktr Site	Govt Site	Ktr Site	Govt Site	Ktr Site	Govt Site	Ktr Site	Govt Site	
Manager, Program/Project III [LBF, FDS]	MANP3	Y	864	126	864	126	864	126	864	126	864	126	4,320	630	4,950
Manager, Program/Project III (OT) [LBF, FDS]		Y	63	18	63	18	63	18	63	18	63	18	315	90	405
Engineer II [FDS]	E2	Y	0	0	0	0	1260	540	1260	540	1260	540	3,780	1,620	5,400
Engineer II (OT) [FDS]		Y	0	0	0	0	180	180	180	180	180	180	540	540	1,080
Technician, Engineering V [LBF]	30085	Y	614	270	614	270	614	270	614	270	614	270	3,070	1,350	4,420
Technician, Engineering V (OT) [LBF]		Y	103	0	103	0	103	0	103	0	103	0	515	0	515
Engineer IV (1) [Misc]	E4	Y	240	0	240	0	240	0	240	0	240	0	1,200	0	1,200
Engineer IV (2) [Misc]	E4	Y	960	0	960	0	960	0	960	0	960	0	4,800	0	4,800
Engineer, Mechanical II [FDS]	EM2	Y	1260	540	1260	540	1260	540	1260	540	1260	540	6,300	2,700	9,000
Engineer, Mechanical II (OT) [FDS]		Y	180	180	180	180	180	180	180	180	180	180	900	900	1,800
Engineer, Mechanical IV [LBF]	EM4	Y	665	180	665	180	665	180	665	180	665	180	3,325	900	4,225
Engineer, Mechanical IV (OT) [LBF]		Y	77	0	77	0	77	0	77	0	77	0	385	0	385
Engineer, Mechanical IV [FDS]	EM4	Y	630	189	630	189	630	189	630	189	630	189	3,150	945	4,095
Engineer, Mechanical IV (OT) [FDS]		Y	63	22	63	22	63	22	63	22	63	22	315	110	425
Engineer III [LBF]	E3	N	317	72	317	72	317	72	317	72	317	72	1,585	360	1,945
Engineer III (OT) [LBF]		N	26	0	26	0	26	0	26	0	26	0	130	0	130
Technician, Engineering III [LBF]	30083	N	425	108	425	108	425	108	425	108	425	108	2,125	540	2,665
Technician, Engineering III (OT) [LBF]		N	51	0	51	0	51	0	51	0	51	0	255	0	255
Technician, Engineering V [FDS, Misc]	30085	N	990	180	990	180	990	180	990	180	990	180	4,950	900	5,850
Technician, Engineering V (OT) [FDS, Misc]		N	36	36	36	36	36	36	36	36	36	36	180	180	360
Engineer III (1) [Misc]	E3	N	600	0	600	0	600	0	600	0	600	0	3,000	0	3,000
Engineer III (2) [Misc]	E3	N	200	0	200	0	200	0	200	0	200	0	1,000	0	1,000
Engineer, Design II [FDS]	ED2	N	270	90	270	90	270	90	270	90	270	90	1,350	450	1800
Engineer, Design II (OT) [FDS]		N	18	18	18	18	18	18	18	18	18	18	90	90	170
Engineer, Electrical III [FDS]	EE3	N	72	72	72	72	72	72	72	72	72	72	360	360	720
Engineer, Electrical III (OT) [FDS]		N	9	18	9	18	9	18	9	18	9	18	45	90	135
Engineer, Mechanical III [LBF]	EM3	N	460	90	460	90	460	90	460	90	460	90	2,300	450	2,750
Engineer, Mechanical III (OT) [LBF]		N	51	0	51	0	51	0	51	0	51	0	255	0	255

Quality Control Specialist III [LBF, FDS]	SQC3	N	522	18	522	18	522	18	522	18	522	18	2,610	90	2,700
Logistician II [FDS]	LGT2	N	90	0	90	0	90	0	90	0	90	0	450	0	4450
CAD operator / Drafter III [Misc]	30063	N	144	0	144	0	144	0	36	0	36	0	504	0	504
<b>TOTAL HOURS</b>			<b>10,000</b>	<b>2,227</b>	<b>10,000</b>	<b>2,227</b>	<b>11,440</b>	<b>2,947</b>	<b>11,332</b>	<b>2,947</b>	<b>11,332</b>	<b>2,947</b>	<b>54,104</b>	<b>13,295</b>	<b>67,399</b>

## **12.4 Key Personnel**

**12.4.1** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Task Order in accordance with Clause 52.237-3 Continuity of Services (Jan 1991) in the basic SeaPort contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

**12.4.2** In accordance with C-237-H002 Substitution of Key Personnel, the following labor categories are designated as the target Key Personnel for this Task Order. Resumes will be submitted for each category in the quantities indicated by the key category description. Target qualifications are listed below for each education and work experience qualifications for each key personnel labor category. The proposed combined expertise of all proposed key personnel shall cover at a minimum all requirements for Sections 3.1 to 3.3 in this SOW.

**12.4.3** The Contractor shall provide individuals to fill the key positions identified below.

**12.4.4** The Contractor shall indicate within the personnel section of its proposal, and/or indicate within individual submitted resume(s), any personnel security clearance requirements as stipulated in section 12.1 above.

-

**Program/Project Manager III [LBF, FDS]** (one resume required):

**Minimum Education:** Bachelor's degree in any technical or managerial discipline from an accredited college or university.

**Minimum Experience:** This individual shall have five (5) years of experience as a Program Manager, to include contract and sub-contract management, budgeting, scheduling, planning, and estimating.

**Target Experience:** Fifteen (15) years of professional experience in program / project management of U.S. Navy machinery systems.

**Engineer II [FDS]** (one resume required)

**Minimum Education:** Bachelor's degree in any Engineering discipline from an ABET-accredited college or university

**Minimum Experience:** 2 years of professional experience in any Engineering discipline. This individual shall have two (2) years experience in working with fire alarm and control systems.

**Technician, Engineering V [LBF]** (one resume required):

**Minimum Education:** Technical School diploma or certification

**Minimum Experience:** Five (5) years of experience in the operation, maintenance and testing of U.S. Navy machinery electrical/electronic systems.

**Engineer, Mechanical IV [LBF]** (one resume required)

**Minimum Education:** Master's degree in Mechanical Engineering from an ABET-accredited college or university

**Minimum Experience:** Ten (10) years of professional experience in the Mechanical Engineering discipline

**Engineer, Mechanical IV [FDS]** (one resume required)

**Minimum Education:** Bachelor's degree in Fire Protection Engineering or Mechanical Engineering from an ABET-accredited college or university

**Target Experience:** 10 years of fire protection or Mechanical professional engineer experience in testing and development of US Navy or commercial fire detection systems.

**Minimum Certification:** Active Fire Protection Engineering License provided by National Council of Examiners for Engineering and Surveying (NCEES)

**Engineer, Mechanical II [FDS]** (one resume required)

**Minimum Education:** Bachelor's Degree in Mechanical Engineering

**Minimum Experience:** Four (4) years of professional experience in the Mechanical Engineering discipline.

**Target Experience:** This individual should have four (4) year experience in working with fire alarm and control systems.

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**Engineer IV [Misc]** (one resume required)

**Minimum Education:** Bachelor's degree in Fire Protection Engineering or Mechanical Engineering from an accredited college or university.

**Target Experience:** 15 years of fire protection professional engineer experience in testing and development of a combination with the following: US Navy water mist systems; commercial water mist systems; and AFFF systems

**Minimum Certification:** Active Fire Protection Engineering License provided by NCEES

**Engineer IV [Misc]** (one resume required)

**Minimum Education:** Master's degree in Fire Protection Engineering from an accredited college or university

**Target Experience:** 15 years of fire protection professional engineer experience with a combination of the following: US Navy fire hazard risk mitigation, risk management, fire investigations, and shipboard fire hazard analysis including weapon systems.

**Minimum Certification:** Active Fire Protection Engineering License provided by NCEES

**12.5 Non-Key Personnel**

In the performance of this effort, the Contractor shall fully staff the non-key positions listed below with qualified individuals. All non-key personnel performing under this Task Order shall meet the Government's minimum requirements. The Contractor shall provide individuals to fill the non-key positions identified below:

**Engineer III [LBF]**

**Minimum Education:** Bachelor's degree in any engineering discipline from an ABET-accredited college or university

**Minimum Experience:** Three (3) years of professional experience in any engineering discipline

**Technician, Engineering III [LBF]**

**Minimum Education:** Technical School diploma or certification

**Minimum Experience:** Three (3) years of experience in the operation, maintenance and testing of U.S. Navy machinery electrical/electronic systems.

**Technician, Engineering V [FDS, Misc]**

**Minimum Education:** High school diploma, related military experience, trade/industrial school graduate, or GED equivalent

**Minimum Experience:** Five years of experience developing mechanical and electrical prototypes from engineering drawings with an understanding of GD&T symbols. The individual should have experience reverse engineering mechanical and electrical items.

**Engineer III (1) [Misc]**

**Minimum Education:** Bachelor's degree in Fire Protection Engineering or Mechanical Engineering from an accredited college or university

**Minimum Experience:** 10 years of fire protection professional engineer experience in testing and development of US Navy water mist systems; commercial water mist systems; and AFFF systems.

**Minimum Certification:** Active Fire Protection Engineering License provided by NCEES

**Engineer III (2) [Misc]**

**Minimum Education:** Bachelor's degree in Fire Protection Engineering or Mechanical Engineering from an accredited college or university

**Minimum Experience:** 10 years of fire protection professional engineer experience with US Navy fire hazard risk mitigation, risk management, fire investigations, and shipboard fire hazard analysis including weapon systems.

**Minimum Certification:** Active Fire Protection Engineering License provided by NCEES

**Engineer, Design II [FDS]**

**Minimum Education:** Bachelor's degree in an Engineering discipline or Industrial Design from an ABET-accredited college or university

**Minimum Experience:** 3 years of professional experience in mechanical, structural or electrical/electronic design.

**Engineer, Electrical/Electronics III [FDS]**

**Minimum Education:** Bachelor's degree in Electrical/Electronics Engineering from an ABET-accredited college or university

**Minimum Experience:** 7 years' professional experience working with electrical/electronic machines and systems.

**Engineer, Mechanical III [LBF]**

**Minimum Education:** Bachelor's Degree in Mechanical Engineering from an ABET-accredited college or university

**Minimum Experience:** Seven (7) years of professional experience in the Mechanical Engineering discipline

**Quality Control Specialist III [FDS, LBF]**

**Minimum Education:** High school diploma, related military experience, trade/industrial school graduate or GED equivalent

**Minimum Experience:** Five (5) years of professional experience related to the field of Quality Control

**Logistician II [FDS]**

**Minimum Education:** High school diploma or vocational school diploma/degree, or GED certificate

**Minimum Experience:** Five (5) years of professional experience related to integrated logistics support of Navy shipboard and/or submarine machinery systems

**Drafter / CAD Operator III [Misc]**

**Minimum Education:** Technical School degree in Drafting, Illustrating or Graphic Arts. Senior Level ASME GDTP Certification

**Minimum Experience:** Five years of experience using CAD and drafting drawings that meet ASME Y14.100.

**12.6 DON Cyberspace IT (Information Technology) / Cybersecurity & Information Assurance Functions and Personnel Requirements – N/A****13.0 NSWCPD ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM**

**13.1** In addition to the requirements of Clause C-237-W001 "Electronic Cost Reporting and Financial Tracking (eCRAFT) System Reporting (NAVSEA)", the contractor is required to provide supporting accounting system reports, at the Contracting Officer's request, based on the review of the invoice documentation submitted to eCRAFT. This documentation will include reports such as the Job Summary Report (or equivalent), Labor Distribution Report (or equivalent), and General Ledger Detail Report (or equivalent). Supporting labor data provided must include unburdened direct labor rates for each employee and labor category. Cost breakdowns for ODCs, Materials, travel and other non-labor costs must be at the transactional level in sufficient detail so the Government can review allocability to the Task Order. Indirect costs allocated to direct costs must be shown at the lowest level of detail sufficient to reconcile each indirect rate to the appropriate allocation base.

**13.2** On invoices containing subcontractor costs, the prime contractor agrees, at the Contracting Officer's request, to attach as supporting documentation all invoices received from subcontractors, unless the subcontractor submits invoices directly to the CO and COR. This requirement applies to all subcontract types (Cost, FFP, etc.).

## **14.0 SPECIAL REQUIREMENTS**

### **14.1 Quality Management System (QMS)**

The Contractor shall maintain a QMS in accordance with ASQ/ANSI/ISO 9001:2015 standards. The contractor shall notify NSWCPD in writing when any changes are made to the QMS that may affect this SOW. Proof of conformance to standards shall be provided.

#### **CLAUSES INCORPORATED BY FULL TEXT**

#### **C-202-H001 ADDITIONAL DEFINITIONS–BASIC (NAVSEA) (OCT 2018)**

(a) Department - means the Department of the Navy.

(b) Commander, Naval Sea Systems Command - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.

(c) References to The Federal Acquisition Regulation (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(d) National Stock Numbers - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four-position Federal Supply Class (FSC) plus the applicable nine-position NIIN assigned to the item of supply.

(End of text)

#### **C-204-H001 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (OCT 2018)**

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors should enter into separate non-disclosure agreements with the file room contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

(End of text)

#### C-211-H001 ACCESS TO THE VESSEL(S) (NAVSEA) (OCT 2018)

Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

(End of text)

#### C-211-H011 USE OF POWER GRINDERS AND SAWS (NAVSEA) (OCT 2018)

(a) All portable pneumatic grinders or reciprocating saws that are to be used on reactor plant material or equipment or used within the reactor compartment shall be equipped with safety lock off devices. In addition, the Contractor agrees that all portable pneumatic grinders or reciprocating saws that it purchases or acquires subsequent to the date of this contract, for use in performance of this contract in Naval workplace areas shall be equipped with safety lock off devices.

(b) A "safety lock off device" is any operating control which requires positive action by the operator before the tool can be turned on. The lock off device shall automatically and positively lock the throttle in the off position when the throttle is released. Two consecutive operations by the same hand shall be required first to disengage the lock off device and then to turn on the throttle. The lock off device shall be integral with the tool, shall not adversely affect the safety or operating characteristics of the tool, and shall not be easily removable.

(c) Devices, such as a "dead man control" or "quick disconnect", which do not automatically and positively lock the throttle in the off position when the throttle is released, are not safety lock off devices.

(End of text)

#### C-211-H016 SPECIFICATIONS AND STANDARDS (NAVSEA) (OCT 2018)

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements. All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only unless specifically identified below.



None

(End of text)

#### C-211-H017 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (DEC 2018)

The contractor may request that this contract be updated to include the current version of the applicable specification or standard if the update does not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval of its request to update by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

(End of text)

#### C-211-H018 APPROVAL BY THE GOVERNMENT (NAVSEA) (JAN 2019)

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

(End of text)

#### C-211-H019 COMMONALITY AND STANDARDIZATION (NAVSEA) (FEB 2022)

The Contractor shall develop and implement a Commonality and Standardization Plan, reducing range and increasing depth of like equipment, to enhance supportability, minimize life cycle costs, and increase system readiness and interoperability across ships/ship classes through the selection of equipment and components which are, to the maximum extent possible, (1) common for application within the CVN Class and (2) common with equipment/components currently installed in U.S. Navy ships. The Contractor shall utilize both Industry (e.g., the Common Parts Catalog) and Government (e.g., NAVSEA Enterprise Commonality Virtual Shelf and the Hull, Mechanical and Electrical Equipment Data Research System (HEDRS)) tools to implement its Commonality and Standardization Plan. For selecting Hull Mechanical and Electrical (HM&E) equipment/components, the Contractor shall utilize NAVSEA Enterprise Commonality Virtual Shelf before other tools, if the items meet the contract requirements. The Virtual Shelf is a web-based repository of HM&E equipment/components that meet cross-platform requirements and specifications and provide superior Total Ownership Cost (TOC). Information to gain access to the Virtual Shelf is located on the following web site: <https://www.pdrep.csd.disa.mil/>

(End of text)

#### C-211-H020 PROTECTION OF THE VESSEL (NAVSEA) (MAR 2019)

(a) The Contractor shall exercise reasonable care, as agreed upon with the Supervisor, to protect the vessel from fire, and shall maintain a system of inspection over the activities of its welders, burners, riveters, painters, pipe fitters, and similar workers, and of its subcontractors, particularly where such activities are undertaken in the vicinity of the vessel's magazines, fuel oil tanks, or store rooms containing inflammable materials. All ammunition, fuel oil, motor fuels, and cleaning fluids shall have been off loaded and the tanks cleaned, except as may be mutually agreed upon between the Contractor and the Supervisor prior to work on the vessel by the Contractor. Fire hose lines shall be maintained by the Contractor ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock. All tanks under alteration or repair shall be cleaned, washed, and steamed out or otherwise made safe to the extent necessary, and the Contractor shall furnish the vessel's Gas Free Officer and the Supervisor with a "Gas Chemists' Certificate" before any hot work is done. The Contractor shall maintain a fire watch aboard the vessel in areas where the Contractor is working. All other fire watches aboard the vessel shall be the responsibility of the Government.

(b) Except as otherwise provided in contractually invoked technical specifications or NAVSEA furnished directives, while the vessel is at the Contractor's plant and when the temperature becomes as low as thirty five degrees Fahrenheit, the Contractor shall assist the Government when requested in keeping all pipe lines, fixtures, traps, tanks, and other receptacles on the vessel drained to avoid damage from freezing, or if this is not practicable, the vessel shall be kept heated to prevent such damage. The vessel's stern tube and propeller hubs shall be protected by the Contractor from frost damage by applied heat through the use of a salamander or other proper means.

(c) The work shall, whenever practicable, be performed in such manner as not to interfere with the work performed by military personnel attached to the vessel, and provisions shall be made so that personnel assigned shall have access to the vessel at all times, it being understood that such personnel will not unduly interfere with the work of the Contractor's workmen.

(d) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees, or

the work performed by the Contractor in accordance with this contract, and at the completion of such work shall remove all rubbish from and about the site of the work, and shall leave the work in its immediate vicinity "broom clean", unless more exactly specified by the Supervisor.

(End of Text)

#### C-215-H002 CONTRACTOR PROPOSAL (NAVSEA) (OCT 2018)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with the detailed obligations to which the Contractor committed itself in Proposal \_\_\_ N6449822R3049 \_\_\_ in response to Solicitation No. N6449822R3049.

(b) The technical volume(s) of the Contractor's proposal is(are) hereby incorporated by reference and made subject to the "Order of Precedence" (FAR 52.215-8) clause of this contract. Under the "Order of Precedence" clause, the technical volume(s) of the Contractor's proposal referenced herein is (are) hereby designated as item (f) of the clause, following "the specifications" in the order of precedence.

(End of text)

#### C-222-H001 ACCESS TO THE VESSELS BY NON-U.S. CITIZENS (NAVSEA) (APR 2019)

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5510.2D.

(b) If the Contractor desires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

(iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.

(2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.

(3) Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to cognizant CAO.

(4) Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP.

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "Default (Fixed-Price Supply and Service)" (FAR 52.249-8), "Default (Fixed-Price Research and Development)" (FAR 52.249-9) or "Termination (Cost Reimbursement)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

(g) The same restriction as in paragraph (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.) except that, with respect to access to the vessel and worksite, the restrictions shall not apply to uniformed U.S. Navy personnel who are non-U.S. citizens and who are either assigned to the ship or require access to the ship to perform their duties.

(End of text)

C-223-H001 TRANSPORT AND DISPOSAL OF RADIOACTIVE WASTE (NAVSEA) (OCT 2018)

The Contractor will make reasonable efforts to contract commercially for transport and disposal of spent resin and other radioactive wastes to the same extent as for recent overhauls so long as nuclear risk indemnity under P.L. 85 804 is available to the Contractor.

In the event that the Contractor cannot comply with new requirements concerning transport or disposal for radioactive wastes, or cannot reasonably obtain commercial transport and disposal of such wastes, the Government, upon timely notification of the specific problem(s), will provide assistance for disposition and, if such assistance does not prove to be successful, will assume custody of the radioactive wastes. In the event that the Government assumes custody of such radioactive wastes, then this contract shall be equitably adjusted to reflect the reduction in the scope of work of this contract.

(End of text)

#### C-223-W002 ON-SITE SAFETY REQUIREMENTS (NAVSEA) (OCT 2018)

(a) The contractor shall ensure that each contractor employee reads any necessary safety documents within 30 days of commencing performance at any Government facility. Required safety documents can be obtained from the respective safety office. Contractors shall notify the Safety office points of contact below to report completion of the required training via email. The email shall include the contractor employee's name, work site, and contract number.

(b) It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves. Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in Government spaces. The contractor shall ensure that all on-site contractor work at the Government facility is in accordance with any local safety instructions as provided via the COR. The contractor shall report all work-related injuries/illnesses that occurred while working at the Government site to the COR.

(c) Contractors whose employees perform work within Government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to the safety office, via the COR by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred. If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment may be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional Personal Protective Equipment or training will be required.

(d) Any contractor employee exhibiting unsafe behavior may be removed from the Government site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

(e) The Safety Office points of contacts are as follows:

(b)(6)

(End of text)

#### C-227-H003 PROTECTION OF NAVAL NUCLEAR PROPULSION INFORMATION (NAVSEA) (OCT 2018)

(a) During the performance of this contract Naval Nuclear Propulsion Information (NNPI) may be developed or used. Naval Nuclear Propulsion Information is defined as that information and/or hardware concerning the design, arrangement, development, manufacturing, testing, operation, administration, training, maintenance, and repair of the propulsion plants of Naval Nuclear Powered Ships including the associated shipboard and shore-based nuclear support facilities. In accordance with OPNAVINST N9210.3 of 7 June 2010, appropriate safeguards must be proposed by the Contractor and approved by the NAVSEA Contracting Officer for Security Matters for the safeguarding from actual, potential or inadvertent release by the Contractor, or any subcontractor, of any Naval Nuclear Propulsion Information in any form, classified or unclassified. Such safeguards shall ensure that only Governmental and Contractor parties, including subcontractors, that have an established need-to-know, have access in order to perform work under this contract, and then only under conditions which assure that the information is properly protected. Access by foreign nationals or immigrant aliens is not permitted. A foreign national or immigrant alien is defined as a person not a United States citizen or a United States National. United States citizens representing a foreign government, foreign private interest or other foreign nationals, are considered to be foreign nationals for industrial security purposes and the purpose of this restriction. In addition, any and all issue or release of such information beyond such necessary parties, whether or not ordered through an administrative or judicial tribunal, shall be brought to the attention of the NAVSEA Contracting Officer for Security Matters.

(b) The NAVSEA Contracting Officer for Security Matters shall be immediately notified of any litigation, subpoenas, or requests which either seek or may result in the release of Naval Nuclear Propulsion Information.

(c) In the event that a court or administrative order makes immediate review by the NAVSEA Contracting Officer for Security Matters impractical, the Contractor agrees to take all necessary steps to notify the court or administrative body of the Navy's interest in controlling the release of such information through review and concurrence in any release.

(d) The Contracting Agency reserves the right to audit Contractor and subcontractor facilities for compliance with the above restrictions.

(e) Exceptions to these requirements may only be obtained with prior approval from the Commander, Naval Sea Systems Command (Contact SEA 00P3).

(End of text)

(a) The supplies specified to be delivered under this contract relate to the nuclear propulsion of naval ships.

(b) Equipment and technical data defined as Naval Nuclear Propulsion Information (NNPI) under OPNAVINST N9210.3 of 7 June 2010 shall not be disclosed to foreign nationals or immigrant aliens.

(c) For other than equipment and technical data defined as NNPI in paragraph (b) above, except with the prior written consent of the Contracting Officer, or his designated representative, the Contractor shall not, at any time during or after the performance of this contract, transmit or authorize the transmittal of any equipment or technical data, as defined in paragraph (d) below, (1) outside the United States, or (2) irrespective of location, (i) to any foreign national, not working on this contract or any subcontract hereunder (ii) to any foreign organization (including foreign subsidiaries and affiliates of the Contractor), (iii) to any foreign Government, or (iv) to any international organization.

(d) As used in this requirement, the following terms shall have the following definitions:

(1) "United States" means the States, the District of Columbia, Puerto Rico, American Samoa, the Virgin Islands, Guam, and any areas subject to the complete sovereignty of the United States;

(2) "equipment" means all supplies of the kind specified to be delivered under this contract, all component parts thereof, and all models of such supplies and component parts; but "equipment" does not include standard commercial supplies and component parts, and models thereof;

(3) "technical data" means all professional, scientific, or technical information and data produced or prepared for the performance of this contract, or on or for the operation, maintenance, evaluation, or testing of any contract item, whether or not the information and data were specified to be delivered under this contract including, without limitation, all writings, sound recordings, pictorial reproductions, and drawings or other graphical representations; but "technical data" does not include such information and data on standard commercial supplies and component parts to the extent that the information and data do not relate to the use, operation, maintenance, evaluation and testing of such supplies and component parts in or in connection with any item, or component parts thereof, specified to be delivered under this contract.

(e) The Contractor agrees to insert in all subcontracts under this contract provisions which shall conform substantially to the language of this requirement, including this paragraph (e).

(f) Notwithstanding any other provisions of this requirement, this requirement shall not apply (1) where the transmittal or authorization for the transmittal of equipment or technical data is to be made pursuant to a contract or agreement to which the United States is a party; and (2) where the transmittal is to be of equipment or technical data which the Contracting Officer, or his designated representative, has declared in writing to the Contractor to be thereafter exempt from this requirement.

(End of text)

#### C-227-H005 UNLIMITED RIGHTS IN TECHNICAL DATA-NUCLEAR PROPULSION PLANT SYSTEMS (NAVSEA) (OCT 2018)

(a) Pursuant to subparagraph (b)(1) of the clauses entitled "Rights In Technical Data--Noncommercial Items" (DFARS 252.227 7013) and "Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation" (DFARS 252.227-7014), it is agreed that all technical data pertaining to nuclear propulsion plant systems under the technical cognizance of the Navy Nuclear Propulsion Directorate, Naval Sea Systems Command (NAVSEA 08), which is specified to be delivered pursuant to this contract, shall be delivered with unlimited rights, provided, however, that nothing in the clause shall be deemed to require any subcontractor of any tier under this contract to deliver or furnish with unlimited rights any technical data which it is entitled to deliver with other than unlimited rights pursuant to said "Rights In Technical Data--Noncommercial Items" Or "Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation" clauses.

(b) It is further agreed that promptly after delivery of the vessel, or after any termination of all work under this contract, the Contractor shall submit a letter report to the Navy Nuclear Propulsion Directorate, Naval Sea Systems Command (NAVSEA 08) listing and providing a brief description of all items of technical data pertaining to the reactor plant(s) of the vessel(s) developed or prepared under this contract which were not specified to be delivered pursuant to this contract. The Contractor shall furnish in the Contractor's format and at the cost of reproduction, with unlimited rights, copies of items of technical data so reported or which should have been reported, as the Government may require in writing from time to time and at any time. However, nothing in this requirement shall require the Contractor to retain any item of such technical data beyond the period provided for in this contract, including the specifications, and other documents incorporated by reference, applicable to the item or type of technical data involved.

(End of text)

#### C-227-H006 DATA REQUIREMENTS (NAVSEA) (OCT 2018)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) A001-A012, attached hereto.

(End of Text)

#### C-227-H012 INVENTION RIGHTS - NUCLEAR PROPULSION PLANT SYSTEMS (NAVSEA) (MAR 2019)

(a) If in performance of this contract, the Contractor invents, discovers, conceives, or first actually reduces to practice a patentable invention pertaining to nuclear propulsion plant systems under the technical cognizance of the Deputy Commander, Nuclear Propulsion Directorate, Naval Sea Systems Command (SEA 08), the entire right, title, and interest in said invention shall be assigned to the Government, subject only to a royalty-free, non-exclusive license with the Contractor to practice the same.

(b) The Contractor shall submit annually a report of any such patentable inventions or a report that it has no such patentable inventions. The first report will be included as part of the monthly progress report following the first annual due date, and annually thereafter.

(c) The patent rights clause at Federal Acquisition Regulation (FAR) 52.227-11 entitled "Patent Rights-Ownership by The Contractor" or the patent rights clause at Department of Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7038 entitled "Patent Rights-Ownership by The Contractor (Large Business) apply to inventions not relating to nuclear propulsion plant systems.

(End of text)

## C-227-H014 PROTECTION OF DEPARTMENT OF NAVY TRADEMARKS - BASIC (NAVSEA) (JUL 2021)

(a) The contractor shall not assert any claim, in any jurisdiction, based on trademark or other name or design-based causes of action that are based on rights the contractor believes it has in the term(s), against the Government or others authorized by the Government to use the Designation(s) (including the word(s), name, symbol, or design) acting within the scope of such authorization (i.e. claims for trademark infringement, dilution, trade dress infringement, unfair competition, false advertising, palming off, passing off, or counterfeiting). Such authorization shall be implied by the award of a Government contract to any party for the manufacture, production, distribution, use, modification, maintenance, sustainment, or packaging of the products and services identified under this contract, and the scope of such implied authorization is defined as the use of the Designation(s) in performance under such contract by the prime contractor and its subcontractors and suppliers at any tier. In all other cases, the scope of the authorization will be defined by the Government in writing.

(b) The contractor shall notify the contracting officer at least 30 days before asserting rights in, or filing an application to register, any one of the Designation(s) in any jurisdiction within the United States. Any such notification shall be in writing and shall identify the Designation(s) (including the word(s), name, symbol, or design), provide a statement as to its intended use(s) in commerce, and list the particular classes of goods or services in which registration will be sought.

(End of text)

## C-228-H001 INDEMNIFICATION FOR ACCESS TO VESSEL (NAVSEA) (DEC 2018)

Notwithstanding any provision in the "Access to Vessel" clause (DFARS 252.217- 7011), or any other clause of the contract, the Contractor agrees to allow officers, employees, and associates of the Government, or other prime contractors with the Government and their subcontractors, and officers, employees, and associates of offerors on other contemplated work, admission to the Contractor's facilities and access to the vessel without any further request for indemnification from any party, which has not been previously included in the contract price.

(End of text)

## C-237-H002 SUBSTITUTION OF KEY PERSONNEL (NAVSEA) (OCT 2018)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement. Substitution shall include, but not be limited to, subdividing hours of any key personnel and assigning or allocating those hours to another individual not approved as key personnel.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; (3) an explanation as to why the proposed substitute is considered to have equal or better qualifications than the person being replaced; (4) payroll record of the proposed replacement; and (5) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) Key personnel are identified as follows:

Labor Category	Name
Program Manager III	(b)(6)
Engineer II (FDS)	(b)(6)
Technician, Engineer V (LBF)	(b)(6)
Engineer, Mechanical IV (LBF)	(b)(6)
Engineer, Mechanical IV (FDS)	(b)(6)
Engineer, Mechanical II (FDS)	(b)(6)
Engineer IV (MISC)	(b)(6)
Engineer IV (MISC)	(b)(6)

(End of text)



## C-237-W001 ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM REPORTING (NAVSEA) (MAY 2019)

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contractor's Performance Report on the day and for the same timeframe the contractor submits an invoice into the Wide Area Workflow (WAWF) module on the Procurement Integrated Enterprise Environment (PIEE) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(c) The Contractor's Fund and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

(1) Access: eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft/> under eCRAFT information. The link for eCRAFT report submission is: [https://www.pdrep.csd.disa.mil/pdrep\\_files/other/ecraft.htm](https://www.pdrep.csd.disa.mil/pdrep_files/other/ecraft.htm). If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection: The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in WAWF. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

(End of text)

## C-242-H001 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (OCT 2018)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

(End of text)

## C-242-H002 POST AWARD MEETING (NAVSEA) (OCT 2018)

(a) A post-award meeting with the successful offeror will be conducted within [ 30 ] days after award of the task order. The meeting will be held at the address below:  
via TEAM's.

(b) The contractor will be given [ 5 ] working days notice prior to the date of the meeting by the Contracting Officer.

(c) The requirement for a post-award meeting shall in no event constitute grounds for excusable delay by the contractor in performance of any provisions in the task order.

(d) The post-award meeting will include, but is not limited to, the establishment of work level points of contact, determining the administration strategy, roles and responsibilities, and ensure prompt payment and close out. Specific topics shall be mutually agreed to prior to the meeting.

(End of text)

## C-242-H003 TECHNICAL INSTRUCTIONS (NAVSEA) (OCT 2018)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

(End of text)

#### C-244-H001 SUBCONTRACTING OF NUCLEAR ENGINEERING EFFORT (NAVSEA) (OCT 2018)

(a) The Contractor and the Navy intend that all nuclear engineering effort under this contract be performed by employees of the Contractor or persons under the supervision of employees of the Contractor at the Contractor's facilities or at any alternate site. If, however, the Contractor considers that subcontracting some nuclear engineering effort, which will not be under the supervision of employees of the Contractor at the Contractor's facilities or at any alternate site, is necessary to meet the Contractor's contractual requirements, then notwithstanding and in addition to any other requirement of this contract, the Contractor shall submit a written request for technical approval to the Navy Nuclear Propulsion Directorate (NAVSEA 08). The request to subcontract nuclear engineering effort shall state the reasons why the subcontracting is necessary, why the effort cannot be performed by the Contractor's personnel or persons under the supervision of employees of the Contractor at the Contractor's facilities or at any alternate site, the expected number of man/hours, cost and nature of the subcontracted effort, period of performance, and the name and qualifications of the vendor to perform the subcontracted effort. NAVSEA 08 shall approve or disapprove the request in writing. The Contractor agrees not to subcontract any nuclear engineering effort which will not be under the supervision of employees of the Contractor at the Contractor's facilities or at any alternate site without obtaining the express written technical approval of NAVSEA 08.

(b) For the purpose of this requirement, the term "nuclear engineering effort" includes engineering, drafting, and related technical support effort under NAVSEA 08 technical cognizance.

(End of text)

#### C-244-H002 SUBCONTRACTORS/CONSULTANTS (NAVSEA) (OCT 2018)

Notwithstanding FAR 52.244-2(d) and in addition to the information required by FAR 52.244-2(e) of the contract, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement:

- (1) Impact on subcontracting goals,
- (2) Impact on providing support at the contracted value,
- (3) IF SEAPORT TASK ORDER - The results of negotiations to incorporate fee rate caps no higher than the lower of (i) SeaPort-e fee rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort-e prime, (ii) fee rate caps that are no higher than the subcontractor's prime SeaPort-e contract.

(End of text)

#### C-245-H005 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT--ALTERNATE I (NAVSEA) (MAY 2019)

- (a) Contract Specifications, Drawings and Data. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications or other design or alteration data cited or referenced in Section C.
- (b) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material identified in an attachment in Section J. The Government shall furnish only the GFI identified in an attachment in Section J. The GFI furnished to the contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI as follows:

(1) The Contracting Officer may at any time by written order:

- (i) delete, supersede, or revise, in whole or in part, data identified in an attachment in Section J; or
- (ii) add items of data or information to the attachment identified in Section J; or
- (iii) establish or revise due dates for items of data or information in the attachment identified in Section J.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

(c) Except for the Government information and data specified by paragraphs (a) and (b) above, the Government will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI identified in an attachment in Section J, the clause of this contract entitled "Government Property" (FAR 52.245-1) or "Government Property Installation Operation Services" (FAR 52.245-2), as applicable, or any other term or condition of this contract. Such referenced documentation may be obtained:

- (1) From the ASSIST database via the internet at <https://assist.dla.mil/online/start/>; or
- (2) By submitting a request to the

Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

700 Robbins Avenue  
Philadelphia, Pennsylvania 19111-5094  
Telephone (215) 697-6396  
Facsimile (215) 697-9398.

Commercial specifications and standards, which may be referenced in the contract specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

(End of text)

#### C-247-H001 PERMITS AND RESPONSIBILITIES (NAVSEA) (DEC 2018)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, and regulations for shipping and transportation including, but not limited to, any movement over public highways of overweight/over dimensional materials.

(End of text)